



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

**Northwest Mountain  
Region**  
Colorado, Idaho, Montana  
Oregon, Utah, Washington  
Wyoming

1601 Lind Avenue, S. W.  
Renton, Washington 98057

August 1, 2011

POTENTIAL OFFEROR:

Enclosed you will find a Request for Offer for Purchase of Four (4) Air-conditioner, split system, air-cooled condensing units, 10-ton nominal capacity, in accordance with attached specifications..

This Request for Offer, **DTFAWN-11-R-00164**, is required to be received by this office NOT LATER THAN **4:00 PM** (local time Renton, Washington) **AUGUST 11, 2011** at the following address:

Federal Aviation Administration  
Attn: Peggy Cuddie, ANM-52  
1601 Lind Avenue S.W.  
Renton WA 98057

Should you have any questions regarding this process, please contact Peggy Cuddie, Contract Officer @ 425-227-2445.

Sincerely,

Peggy Cuddie  
Contracting Officer  
Acquisition Management Branch ANM 52  
(425) 227-2445 (work)  
(425) 227-1055 (fax)

**PART I - SECTION B**  
**SUPPLIES/SERVICES & PRICE/COST**

**B001. PRICES/COSTS:** Furnish all labor, materials, equipment, transportation, insurance, notifications, licenses, permits, fees and supervision necessary to for Purchase of Four (4) Air-conditioner, split system, air-cooled condensing units, 10-ton nominal capacity, in accordance with attached specifications, contract clauses, and wage rates.

<u>Contract Line Item</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
001	Air-conditioner (4)	EACH	\$_____	\$_____
002	Shipping	EACH	\$_____	\$_____
TOTAL				\$_____

The offered price shall encompass all costs related to (a) direct and indirect labor, fringe benefits, overhead, G&A expenses, profit, material, equipment, other direct costs, insurance, freight, handling, transportation, inspection, testing, operation and maintenance manuals, bonds, etc., (b) federal, state, and local taxes, (c) all applicable fees permits, licenses, and (d) any miscellaneous charges.

An offeror is required to provide a price for each contract line item (CLIN). Failure to comply may result in the rejection of the subject offer. A single award shall be made. There shall be no split award. In the event that the CLIN price for any line item is materially unbalanced, the entire offer may be rejected without discussion with the offeror.

In the event of any disparity between the CLIN price and the total offered price, the CLIN price shall be deemed correct, and the total offered amount shall be revised accordingly, unless available information indicates otherwise.

*Effective April 1, 1996, the Federal Aviation Administration (FAA) began operating under the new FAA Acquisition Management System. The 1996 DOT Appropriation Act, Public Law 104-50, mandated that the FAA rewrite its acquisition regulations and granted legislative relief from certain laws. The Federal Acquisition Regulations (FAR), Federal Acquisition Streamlining Act of 1994, Small Business Act, and Competition in Contracting Act, are three of these laws.*

**B002. INSURANCE REQUIREMENTS:** Refer to Section "I"

**B003. SOLICITATION QUESTIONS:** All contractors proposing this project desiring an interpretation or clarification of the specifications, drawings, contract terms and conditions, etc., must request in writing at least five (5) calendar day prior to the date for receipt of proposals to the Federal Aviation Administration, Attn: Peggy Cuddie, ANM-52, 1601 Lind Avenue S.W., Renton WA 98057 or FAX (425) 227-1055. Telephone questions **will not** be accepted. The offer shall provide an address, telephone and FAX number. The Contracting Officer is the only person authorized to make clarifications, interpretations, or changes to this solicitation.

**B004 100% SMALL BUSINESS SET ASIDE.** This requirement is 100% Set-aside for small business concerns. Small businesses competing for this acquisition shall certify their status on the Business Declaration form inserted following Part IV, Section K. The applicable North American Industry Classification System (NAICS) code for this project is 4237301. The Small Business Administration Size Standard for this NAICS Code is 500 employees.

**PERFORMANCE PERIOD:**

**Contract performance period is not to exceed 30 calendar days from the date of award.**

**OFFERS SHALL INCLUDE ALL APPLICABLE STATE AND LOCAL TAXES.**

**SUBMIT OFFERS TO: SEE SECTION “M”**

**PROPOSALS ARE DUE NO LATER THAN AUGUST 11, 2011. THIS IS A REQUEST FOR OFFERS, THUS NO FORMAL BID OPENING WILL OCCUR AND RESULTS WILL NOT BE AVAILABLE BY TELEPHONE. DO NOT CALL FOR RESULTS!**

**PART I - SECTION C**  
**SCOPE OF WORK**

**SEE VOLUME 1:**

**PART I - SECTION D**  
**PACKAGING AND MARKING**

Contractor's standard packaging and marking are applicable.

**PART I - SECTION E**  
**INSPECTION AND ACCEPTANCE**

**3.1-1 Clauses and Provisions Incorporated by Reference (August 2005)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://204.108.10.60/conwrite/> (on this web page, select "Contract Writing/Clauses").

**3.10.4-1 Contractor Inspection Requirements (April 1996)**

**3.10.4-16 Responsibility for Supplies (April 1996)**

**3.10.4-2 Inspection of Supplies - Fixed Price (November 1997)**

(a) Definition. 'Supplies,' as used in this clause, includes but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering supplies under this contract and shall tender to the Government for acceptance only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the Government during contract performance and for as long afterwards as the contract requires. The Government may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under the contract.

(c) The Government has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The Government shall perform inspections and tests in a manner that will not unduly delay the work. The Government assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in this contract.

(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, without additional charge, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the Government shall bear the expense of Government inspections or tests made at other than the Contractor's or subcontractor's premises; provided that in case of rejection, the Government shall not be liable for any reduction in the value of inspection or test samples.

(e) (1) When supplies are not ready at the time specified by the Contractor for inspection or test, the Contracting Officer may charge to the Contractor the additional cost of inspection or test.

(2) The Contracting Officer may also charge the Contractor for any additional cost of inspection or test when prior rejection makes reinspection or retest necessary.

(f) The Government has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship or are otherwise not in conformity with contract requirements. The Government may reject nonconforming supplies with or without disposition instructions.

(g) The Contractor shall remove supplies rejected or required to be corrected. However, the Contracting Officer may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The

Contractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and, when required, shall disclose the corrective action taken.

[If the contract type is fixed price incentive, the following applies; Cost of removal, replacement, or correction shall be considered a cost incurred, or to be incurred, in the total final negotiated cost fixed under the incentive price revision clause. However, replacements or corrections by the Contractor after the establishment of the total final price shall be at no increase in the total final price.]

[If the contract type is a fixed-ceiling price contract with retroactive price redetermination, the following applies; Cost of removal, replacement, or correction shall be considered a cost incurred, or to be incurred, when determining the price under the price redetermined clause. However, replacements or corrections by the contractor after the establishment of the redetermined prices shall be at no increase in the redetermined price.]

(h) If the Contractor fails to promptly remove, replace, or correct rejected supplies that are required to be removed or to be replaced or corrected, the Government may either:

- (1) by contract or otherwise, remove, replace, or correct the supplies and charge the cost to the Contractor or
- (2) terminate the contract for default.

Unless the Contractor corrects or replaces the supplies within the delivery schedule, the Contracting Officer may require their delivery and make an equitable price reduction. Failure to agree to a price reduction shall be a dispute.

[If the contract type is fixed-price incentive, substitute the following for subparagraph (h). "(h) If the Contractor fails to promptly remove, replace, or correct rejected supplies that are required to be removed or to be replaced or corrected, the Government may either:

- (1) by contract or otherwise, remove, replace, or correct the supplies and equitably reduce the target price or, if established, the total final price or
- (2) may terminate the contract for default.

Unless the Contractor corrects or replaces the nonconforming supplies within the delivery schedule, the Contracting Officer may require their delivery and equitably reduce any target price or, if it is established, the total final contract price. Failure to agree upon an equitable price reduction shall be a dispute."]

[If the contract type is fixed-ceiling price contract with retroactive price redetermination, substitute the following for subparagraph (h). "(h) If the Contractor fails to promptly remove, replace, or correct rejected supplies that are required to be removed or to be replaced or corrected, the Government may either:

- (1) by contract or otherwise, remove, replace, or correct the supplies and equitably reduce the initial contract price or, if established, the redetermined contract price or
- (2) may terminate the contract for default.

Unless the Contractor corrects or replaces the nonconforming supplies within the delivery schedule, the Contracting Officer may require their delivery and equitably reduce the initial contract price or, if it is established, the redetermined contract price. Failure to agree upon an equitable price reduction shall be a dispute."]

(i) If this contract involves government quality assurance at source, the contractor shall provide adequate advance notification as to when supplies are scheduled for inspection and test, and when the supplies will be ready for government inspection. Unless otherwise stated in the contract, this shall normally be at least 2 days if a Government representative is in residence in the Contractor's plant, or 7 days otherwise.

(j) The Government shall accept or reject supplies as promptly as practicable when presented for inspection and test, or after delivery, unless otherwise provided in the contract. Government failure to inspect and accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability on the Government, for

nonconforming supplies.

(k) Inspections and tests by the Government do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.

(l) If acceptance is not conclusive for any of the reasons in paragraph (k) hereof, the Government, in addition to any other rights and remedies provided by law, or under other provisions of this contract, shall have the right to require the Contractor:

(1) at no increase in contract price, (or target price, total final price, initial contract price, or the redetermined price of the contract) to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor's plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Contracting Officer; provided, that the Contracting Officer may require a reduction in contract price (or any target price, total final price, the initial price, or redetermined price of the contract) if the Contractor fails to meet such delivery schedule, or

(2) within a reasonable time after receipt by the Contractor of notice of defects or nonconformance, to repay such portion of the contract price as is equitable under the circumstances if the Contracting Officer elects not to require correction or replacement.

When supplies are returned to the Contractor, the Contractor shall bear the transportation cost from the original point of delivery to the Contractor's plant and return to the original point when that point is not the Contractor's plant. If the Contractor fails to perform or act as required in (1) or (2) above and does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure, the Government shall have the right by contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned by the Government thereby, to equitably reduce any target price or, if established, the total final price, or to equitably reduce the initial contract price, or, if established, the redetermined price of the contract.

(End of clause)

## **E 001: GUARANTEE / WARRANTY**

(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (i) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

(b) This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.

(c) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government owned or controlled real or personal property, when that damage is the result of:

1. The contractor's failure to conform to contract requirements; or
2. Any defect of equipment, material, workmanship, or design furnished by the Contractor.

(d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced with run for 1 year from the date of repair or replacement.



- (e) The Contracting Officer will notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.
- (f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.
- (g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall:
  - (1) Obtain all warranties that would be given in normal commercial practice:
  - (2) Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer and
  - (3) Enforce all warranties for the benefit of the Government if directed by the Contracting Officer.
- (h) In the event the Contractor's warranty under paragraph (b) of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's manufacturer's, supplier's warranty.
- (i) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government nor for the repair of any damage that results from any defect in Government furnished material or design.
- (j) This warranty shall not limit the Government's rights under the inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

(End of clause)

## **PART I - SECTION F**

### **DELIVERIES OR PERFORMANCE**

#### **3.1-1 Clauses and Provisions Incorporated by reference (December 2005)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

#### **3.10.1-9 Stop-Work Order (October 1996)**

#### **3.11-34 F.O.B. Destination (April 1999)**

**PART I - SECTION G**  
**CONTRACT ADMINISTRATION DATA**

**G001.CORRESPONDENCE:** Proper routing and distribution of correspondence is required to insure that the Contracting Officer has knowledge of pertinent action taken relating to the contract. The Contractor shall furnish to the Contracting Officer copies of **ALL** written correspondence provided to the COTR including transmittal letters. Submittals accompanying transmittal letters to the COTR **SHALL NOT** be forwarded to the Contracting Officer. A copy of all correspondence directed to the Contracting Officer shall be sent to the RE.

**FEDERAL AVIATION ADMINISTRATION**

**Northwest Mountain Regional Office**  
**Attn: Peggy Cuddie, ANM-52**  
**1601 Lind Ave S.W. Suite 340**  
**Renton, WA 98057-3356**

**G002. GOVERNMENT AUTHORITY:** Only the Contracting Officer has the authority to modify terms, conditions, or requirements of the contract.

**G003. INVOICE SUBMISSION:** The Contractor shall submit certified request for payment(s) to the Contracting Officer.

**PART I - SECTION H**  
**SPECIAL CONTRACT REQUIREMENTS**

**H001. FAA FACILITY REGULATIONS**

Contractor personnel, including employees of subcontractors, suppliers, etc., working on or visiting an FAA facility shall abide by all appropriate traffic, parking, security, and airport regulations in effect at that facility.

## **PART II - SECTION I**

### **CONTRACT CLAUSES**

#### **3.1-1 Clauses and Provisions Incorporated by Reference (August 2005)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://204.108.10.60/conwrite/> (on this web page, select "Contract Writing/Clauses").

- 3.1.7-2 Organizational Conflicts of Interest (August 1997)**
- 3.2.2.3-37 Notification of Ownership Changes (July 2004)**
- 3.2.2.7-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (April 2011)**
- 3.2.2.7-7 Certification Regarding Responsibility Matters (February 2009)**
- 3.2.2.7-8 Disclosure of Team Arrangements (April 2008)**
- 3.2.2.8-1 Material Requirement (April 2009)**
- 3.2.4-22 Limitation of Government Liability (April 1996)**
- 3.1.7-2 Organizational Conflicts of Interest (August 1997)**
- 3.1.7-5 Disclosure of Conflicts of Interest (February 2009)**
- 3.2.2.3-45 Material and Workmanship (July 2004)**
- 3.2.2.3-46 Supervising the Contract Work (July 2004)**
- 3.2.2.3-48 Other Contracts (February 2009)**
- 3.2.2.3-49 Protecting Existing Vegetation, Structures, Equipment, Utilities, and Improvements (July 2004)**
- 3.2.2.3-50 Property Protection (February 2009)**
- 3.2.2.3-53 Cleaning Up and Roadway Maintenance (July 2004)**
- 3.2.2.3-54 Preventing Accidents (July 2004)**
- 3.2.2.3-55 Availability and Use of Utility Services (July 2004)**
- 3.2.2.3-60 Specifications, Drawings, and Material Offers (February 2009)**
- 3.2.2.3-67 Special Precautions for Work at Operating Airports (July 2004)**
- 3.2.2.3-68 Safety and Health (July 2004)**
- 3.2.2.3-75 Requests for Contract Information (July 2004)**
- 3.2.2.7-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (February 2009)**
- 3.2.5-1 Officials Not to Benefit (April 1996)**
- 3.2.5-3 Gratuities or Gifts (January 1999)**
- 3.2.5-4 Contingent Fees (October 1996)**
- 3.2.5-5 Anti-Kickback Procedures (October 1996)**
- 3.2.5-8 Whistleblower Protection for Contractor Employees (April 1996)**
- 3.2.5-13 Contractor Code of Business Ethics and Conduct (July 2008)**
- 3.3.1-1 Payments (April 1996)**
- 3.3.1-15 Assignment of Claims (April 1996)**
- 3.3.1-17 Prompt Payment (January 2008)**
- 3.3.2-1 FAA Cost Principles (October 1996)**
- 3.6.1-1 Notice of Total Small Business Set-Aside (January 2010)**
- 3.6.1-7 Limitations on Subcontracting (July 2008)**
- 3.6.2-1 Contract Work Hours and Safety Standards Act-Overtime Compensation (September 2003)**
- 3.6.2-2 Convict Labor (April 1996)**
- 3.6.2-4 Walsh-Healey Public Contracts Act (October 2010)**
- 3.6.2-9 Equal Opportunity (August 1998)**
- 3.6.2-16 Notice to the Government of Labor Disputes (April 1996)**
- 3.6.2-19 Withholding-Labor Violations (April 1996)**
- 3.6.2-35 Prevention of Sexual Harassment (August 1998)**

- 3.6.2-37 Notification of Employees' Rights Concerning Payment of Union Dues or Fees** (April 2007)
- 3.6.2-38 Certification of Knowledge Regarding Child Labor End Products** (July 2007)
- 3.6.2-39 Trafficking in Persons** (January 2008)
- 3.6.3-2 Clean Air and Clean Water** (April 1996)
- 3.6.3-3 Hazardous Material Identification and Material Safety Data** (April 2009)
- 3.6.3-7 Waste Reduction Program** (July 2008)
- 3.6.3-14 Use Of Environmentally Preferable Products** (April 2009)
- 3.6.3-16 Drug Free Workplace** (February 2009)
- 3.6.3-17 Efficiency in Energy-Using Products** (April 2008)
- 3.6.4-2 Buy American Act - Supplies** (July 2010)
- 3.6.4-5 Buy American - Steel and Manufactured Products** (July 2010)
- 3.6.4-10 Restrictions on Certain Foreign Purchases** (April 1996)
- 3.8.2-10 Protection of Government buildings, Equipment, and Vegetation** (April 1996)
- 3.10.1-7 Bankruptcy** (April 1996)
- 3.10.1-12 Changes--Fixed-Price** (April 1996)
- 3.10.1-16 Changes and Changed Conditions** (April 1996)
- 3.10.1-25 Novation and Change-Of-Name Agreements** (October 2007)
- 3.8.2-17 Key Personnel and Facilities** (July 1996)
- 3.10.3-1 Definitions** (April 2004)
- 3.10.3-2 Government Property - Basic Clause** (April 2004)
- 3.10.3-4 Liability for the Facilities** (April 2004)
- 3.10.6-1 Termination for Convenience of the Government (Fixed Price)** (October 1996)
- 3.10.6-4 Default (Fixed-Price Supply and Service)** (October 1996)
- 3.11-27 Contract Not Affected by Oral Agreement** (April 1999)
- 3.13-5 Seat Belt Use by Contractor Employees** (January 1999)
- 3.13-11 Plain Language** (July 2006)
- 3.13-1 Approval of Contract** (April 1996)

**3.3.1-10 Availability of Funds** (April 1996) Funds are not presently available for this procurement. Offerors are hereby notified that this solicitation may be canceled. If funds do not become available, the Government will not be liable for any proposal preparation costs if this solicitation is canceled. Offerors will prepare proposals at their own risk. The Government's obligation is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer, and no contract may be awarded until funds are available.

**3.2.2.3-33 Order of Precedence** (February 2009)

The order of precedence is:

- (a) The Schedule (excluding the specifications);
- (b) Representations;
- (c) Contract clauses;
- (d) Other documents, exhibits, and attachments;
- (e) The specifications; and
- (f) The drawings.

(End of clause or provision)

**3.2.2.3-45 Material and Workmanship** (July 2004)

- (a) The Contractor (you) must incorporate equipment, material, and articles that are new and of the most suitable grade for the purpose intended to do the work this contract covers, unless the contract provides otherwise. The FAA (we) encourages you to use recycled materials to manufacture the products. If the contract specifies

equipment, material, or articles by trade name, make, or catalog number, you must use those specific items. We will not accept equivalent items unless the specification authorizes it.

(b) You must perform all work under this contract in a skillful and workmanlike manner. The Contracting Officer (CO) may require, in writing, that you remove employees whom the CO determines are incompetent, careless, or otherwise objectionable.

(End of clause)

#### **3.2.2.3-46 Supervising the Contract Work (July 2004)**

At all times while the Contractor (you) performs this contract, and until you complete the work and FAA accepts it, you must directly supervise the work or assign and have on the worksite a competent supervisor who the Contracting Officer (CO) is satisfied with and who has authority to act for you.

(End of clause)

#### **3.2.2.3-47 Permits and Responsibilities (July 2004)**

The Contractor (you) must get any necessary licenses and permits, and comply with any Federal, state, and municipal laws, codes, and regulations applicable to the work, at no additional expense to FAA (we). You are also responsible for all damages to persons or property that happen due to your fault or negligence, and you must take proper safety and health precautions to protect the work, the workers, the public, and the property of others. You are also responsible for all materials delivered and work performed until you complete and we accept the entire work, except for any completed unit of work that may have already been accepted under the contract.

(End of clause)

#### **3.3.1-33 Central Contractor Registration (January 2008)**

(a) Definitions. As used in this clause

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Registered in the CCR database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in Representations, Certifications and Other Statements of Offerors Section of the solicitation, the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://fedgov.dnb.com/webform>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successful registered offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance T3.10.1.A-8, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) change the name in the CCR database;

(B) comply with the requirements of T3.10.1.A-8; and

(C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide the Contracting Officer with the notification, sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.



(End of Clause)

**3.3.1-34 Payment by Electronic Funds Transfer- Central Contractor Registration**  
(February 2009)

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either"

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for"

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and"

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims, is not permitted. In all

respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of clause)

### **3.4.1-12 Insurance (July 1996)**

(a) During the term of this contract and any extension, the contractor shall maintain at its own expense the insurance required by this clause. Insurance companies shall be acceptable to the Federal Aviation Administration. Policies shall include all terms and provisions required by the Federal Aviation Administration.

(b) The contractor shall maintain and furnish evidence of the following insurance, with the stated minimum limits:

(1) Worker's Compensation and Employer's Liability. The contractor shall comply with applicable Federal and State workers' compensation and occupational disease statutes. The contractor shall maintain employer's liability coverage of at least \$100,000, except in States with exclusive or monopolistic funds that do not permit worker's compensation to be written by private carriers.

(2) General Liability. The contractor shall maintain bodily injury general liability insurance written on a comprehensive form of policy of at least \$100,000\* per person and \$500,000\* per occurrence. Property damage limits, if any, will be set forth elsewhere in the "Schedule."

(3) Automobile Liability. If automobiles will be used in connection with performance of this contract, the contractor shall maintain automobile liability insurance written on a comprehensive form of policy with coverage of at least \$200,000\* per person and \$500,000\* per occurrence for bodily injury and \$20,000\* per occurrence for property damage.

(4) Aircraft Liability. If aircraft will be used in connection with performance of this contract, the contractor shall maintain aircraft public and passenger liability insurance with coverage of at least \$200,000\* per person and \$500,000\* per occurrence for bodily injury other than passenger liability, and \$200,000\* per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000\* multiplied by the number of seats or passengers, whichever is greater.

(5) Watercraft Liability. When watercraft will be used in connection with performing the contract, the contractor shall provide watercraft liability insurance. Limits shall be at least \$1,000,000\* per occurrence. The policy shall include coverage for owned, non-owned and hired watercraft.

(6) Environmental Impairment Liability. When the contract may involve hazardous wastes, the contractor shall provide environmental impairment liability insurance with coverage of at least \$1,000,000\* bodily injury per occurrence and \$1,000,000\* property damage per occurrence. Such insurance shall include coverage for the clean up, removal, storage, disposal, transportation, and use of pollutants.

(7) Medical Malpractice. When the contract will involve health care services, the contractor shall maintain medical malpractice liability insurance with coverage of at least \$500,000\* per occurrence.

(c) Each policy shall include substantially the following provision:

"It is a condition of this policy that the company furnish written notice to the U.S. Federal Aviation Administration 30 days in advance of the effective date of any reduction in or cancellation of this policy."

(d) The contractor shall furnish a certificate of insurance or, if required by the Contracting Officer, true copies of liability policies and manually countersigned endorsements of any changes, including the FAA's contract number to ensure proper filing of documents. Insurance shall be effective, and evidence of acceptable insurance furnished, before beginning performance under this contract. Evidence of renewal shall be furnished not later than five days before a policy expires.

(e) The maintenance of insurance coverage as required by this clause is a continuing obligation, and the lapse or termination of insurance coverage without replacement coverage being obtained will be grounds for termination for default.

\*Unless modified in the "Schedule"

(End of clause)

**3.13-4 Contractor Identification Number - Data Universal Numbering System (DUNS) Number**  
(April 2006)

(a) Definitions. As used in this clause

"Contractor Identification Number," as used in this provision, means "Data Universal Numbering System (DUNS) number, which is a nine-digit number assigned by Dun and Bradstreet Information Services, to identify unique business entities (taken from CCR clause)

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer.

(b) Contractor identification is essential for receiving payment and complying with statutory contract reporting requirements. Therefore, the offeror shall provide its DUNS or DUNS+4 number below. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

DUNS OR DUNS+4 NUMBER: \_\_\_\_\_

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com/>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).

(v) Company Telephone Number.

(vi) Date the company was started.

- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

(End of provision)

### **3.9.1-1 Contract Disputes (September 2009)**

(a) All contract disputes arising under or related to this contract shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A contractor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) The filing of a contract dispute with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A contract dispute is considered to be filed on the date it is received by the ODRA.

(c) Contract disputes are to be in writing and shall contain:

(1) The contractor's name, address, telephone and fax numbers and the name, address, telephone and fax numbers of the contractor's legal representative(s) (if any) for the contract dispute;

(2) The contract number and the name of the Contracting Officer;

(3) A detailed chronological statement of the facts and of the legal grounds for the contractor's positions regarding each element or count of the contract dispute (i.e., broken down by individual claim item), citing to relevant contract provisions and documents and attaching copies of those provisions and documents;

(4) All information establishing that the contract dispute was timely filed;

(5) A request for a specific remedy, and if a monetary remedy is requested, a sum certain must be specified and pertinent cost information and documentation (e.g., invoices and cancelled checks) attached, broken down by individual claim item and summarized; and

(6) The signature of a duly authorized representative of the initiating party.

(d) Contract disputes shall be filed at the following address:

(1) Office of Dispute Resolution for Acquisition, AGC-70,  
Federal Aviation Administration,  
800 Independence Ave, S.W., Room 323,  
Washington, DC 20591,

Telephone: (202) 267-3290,  
Facsimile: (202) 267-3720; or

(2) other address as specified in 14 CFR Part 17.

(e) A contract dispute against the FAA shall be filed with the ODRA within two (2) years of the accrual of the contract claim involved. A contract dispute by the FAA against a contractor (excluding contract disputes alleging warranty issues, fraud or latent defects) likewise shall be filed within two (2) years after the accrual of the contract claim. If an underlying contract entered into prior to the effective date of this part provides for time limitations for filing of contract disputes with the ODRA which differ from the aforesaid two (2) year period, the limitation periods in the contract shall control over the limitation period of this section. In no event will either party be

permitted to file with the ODRA a contract dispute seeking an equitable adjustment or other damages after the contractor has accepted final contract payment, with the exception of FAA claims related to warranty issues, gross mistakes amounting to fraud or latent defects. FAA claims against the contractor based on warranty issues must be filed within the time specified under applicable contract warranty provisions. Any FAA claims against the contractor based on gross mistakes amounting to fraud or latent defects shall be filed with the ODRA within two (2) years of the date on which the FAA knew or should have known of the presence of the fraud or latent defect.

(f) A party shall serve a copy of the contract dispute upon the other party, by means reasonably calculated to be received on the same day as the filing is to be received by the ODRA.

(g) After filing the contract dispute, the contractor should seek informal resolution with the Contracting Officer.

(h) The FAA requires continued performance with respect to contract disputes arising under this contract, in accordance with the provisions of the contract, pending a final FAA decision.

(i) The FAA will pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the contract dispute, or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on contract disputes shall be paid at the rate fixed by the Secretary of the Treasury that is applicable on the date the Contracting Officer receives the contract dispute and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary until payment is made. Interest will not accrue for more than one year.

(j) Additional information and guidance about the ODRA dispute resolution process for contract disputes can be found on the ODRA Website at <http://www.faa.gov>.

(End of clause)

### **3.9.1-2 Protest After Award (August 1997)**

(a) Upon receipt of a notice that a protest has been filed with the FAA Office of Dispute Resolution, or a determination that a protest is likely, the Administrator or his designee may instruct the Contracting Officer) to direct the Contractor to stop performance of the work called for by this contract. The order to the Contractor shall be in writing, and shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision or other resolution of the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) For other than cost-reimbursement contracts, terminate the work covered by the order as provided in the "Default" or the "Termination for Convenience of the Government" clause(s) of this contract; or

(3) For cost-reimbursement contracts, terminate the work covered by the order as provided in the "Termination" clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after the final resolution of the protest, the Contractor shall resume work. The Contracting Officer shall make for other than cost-reimbursement contracts, an equitable adjustment in the delivery schedule or contract price, or both; and for cost-reimbursement contracts, an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected; and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(End of clause)

#### **SUPERINTENDENCE BY THE CONTRACTOR**

At all times during performance of this contract and until work is completed and accepted, the Contractor shall directly superintend or assign and have on the worksite a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

(End of clause)

**PART III - SECTION J**

**LIST OF ATTACHMENTS**

*Not Applicable*

## PART IV - SECTION K

### REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

#### 3.1-1 **Clauses and Provisions Incorporated by Reference** (August 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://204.108.10.60/conwrite/> (on this web page, select "Contract Writing/Clauses").

##### 3.2.2.3-35 **Annual Representations and Certifications** (July 2004)

##### 3.2.2.3-76 **Representation - Release of Contract Information** (July 2004)

##### 3.6.2-5 **Certification of Non-segregated Facilities** (February 2009)

##### 3.6.2-6 **Previous Contracts and Compliance Reports** (April 1996)

##### 3.2.5-2 **Independent Price Determination** (October 1996)

#### 3.2.2.3-2 **Minimum Offer Acceptance Period** (July 2004)

(a) 'Acceptance period,' as used in this provision, means the number of calendar days the FAA (we, us) has to award a contract from the date the SIR specifies for receiving offers.

(b) This provision supersedes any language about the acceptance period appearing elsewhere in this SIR.

(c) We require a minimum acceptance period of 60 calendar days

(d) The offeror (you) may specify a longer acceptance period than the period shown in paragraph (c). To specify a longer period, fill in the blank: The offeror allows the following acceptance period: \_\_\_\_\_ calendar days.

(e) We may reject an offer allowing less than the FAA's minimum acceptance period.

(f) You agree to fulfill your offer completely if the FAA accepts your offer in writing within:

(1) The acceptance period stated in paragraph (c) of this provision; or

(2) Any longer acceptance period stated in paragraph (d) of this provision.

(End of provision)

#### 3.2.2.3-10 **Type of Business Organization** (July 2004)

By checking the applicable box, the offeror (you) represents that--

(a) You operate as ☐ a corporation incorporated under the laws of the State of \_\_\_\_\_, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture or ☐ other \_\_\_\_\_ [specify what type of organization].

(b) If you are a foreign entity, you operate as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in

\_\_\_\_\_  
(country)

(End of provision)

#### 3.2.2.3-15 **Authorized Negotiators** (July 2004)



The offeror states that the following persons are authorized to negotiate on your behalf with the FAA in connection with this offer:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone number: \_\_\_\_\_

(End of provision)

### **3.2.2.3-22 Period for Acceptance of Offer (July 2004)**

The offeror (you) agrees that if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless you insert a different period) from the date the SIR specifies for receiving offers, to provide all items for which you offer prices at the price set opposite each item, delivered at the designated point(s), within the time specified in the Schedule.

(End of provision)

### **3.2.2.3-23 Place of Performance (July 2004)**

(a) The offeror (you), in fulfilling any contract resulting from this SIR, ☐ intends, ☐ does not intend (check applicable block) to use one or more plants or facilities located at a different address from your address as stated in this offer.

(b) If you check 'intends' in paragraph (a) above, insert the following information:

Place of Performance

Street:

City:

State:

Zip Code:

Name of owner and operator, if other than the owner

(End of provision)

### **3.2.2.3-70 Taxpayer Identification (July 2004)**

(a) Definitions.

(1) "Common parent," as used in this clause, means a corporate entity that owns or controls an affiliated group of corporations that files an offerors (you, your) Federal income tax returns on a consolidated basis, and of which you are a member.

(2) "Corporate status," as used in this clause, means a designation as to whether you are a corporate entity, an unincorporated entity (for example, sole proprietorship or partnership), or a corporation providing medical and health care services.

(3) "Taxpayer Identification Number (TIN)," as used in this clause, means the number the Internal Revenue Service (IRS) requires you use in reporting income tax and other returns.

(b) All offerors must submit the information required in paragraphs (c) through (e) of this provision to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by IRS. The FAA will use this information to collect and report on any delinquent amounts arising out of your relation with the Federal Government, under Public Law 104 -134, the Debt Collection Improvement Act of 1996, Section

31001(I)(3). If the resulting contract is subject to the reporting requirements and you refuse or fail to provide the information, the Contracting Officer (CO) may reduce your payments 31 percent under the contract.

(c) Taxpayer Identification Number (TIN).

☐ TIN: \_\_\_\_\_

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not leave income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other--State basis. \_\_\_\_\_.

(d) Corporate Status.

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity

☐ Not a corporate entity

☐ Sole proprietorship

☐ Partnership

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

☐ A common parent does not own or control the offeror as defined in paragraph (a).

☐ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(End of provision)

### **3.2.2.3-3 Affiliated Offerors (July 2004)**

(a) Business concerns are affiliates of each other when, either directly or indirectly,

(1) One entity controls or has the power to control the other, or

(2) A third party controls or has the power to control both.

(b) Each offeror (you) must submit an affidavit stating that it has no affiliates, or containing the following information:

(1) The names and addresses of all affiliates.

(2) The names and addresses of all persons and concerns that exercise control or ownership over the offeror and all of your affiliates, regardless of how they exercise control or ownership.

(End of provision)

### **3.2.2.7-7 Certification Regarding Other Responsibility Matters (February 2009)**

a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has ☐ has not ☐ within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) 'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND

THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this SIR. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this SIR for default.

(End of provision)

### **3.3.1-35 Certification of Registration in Central Contractor Registration (CCR) (April 2006)**

In accordance with Clause 3.3.1-33, Central Contractor Registration, offeror certifies that they are registered in the CCR Database and have entered all mandatory information including the DUNS or DUNS+4 Number.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

(End of provision)

### **3.6.2-3 Walsh-Healey Public Contracts Act Representation (October 2010)**

The offeror represents as a part of this offer that the offeror:

is ☐ or is not ☐ a regular dealer in, or

is ☐ or is not ☐ a manufacturer of, the supplies offered.

(End of provision)

### **3.6.2-8 Affirmative Action Compliance (April 1996)**

The offeror represents that (a) it ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

**3.6.4-19 Prohibition on Engaging in Sanctioned Activities Relating to Iran-Certification.** (February 2011)

(a) Definition.

"Person"—

(1) Means—

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

(b) Certification. Except as provided in paragraph (c) of this provision or if a waiver has been granted in accordance with FAA AMS Procurement Guidance T3.6.3A.8.d, by submission of its offer, the offeror certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act of 1996. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons.

(c) The certification requirement of paragraph (b) of this provision does not apply if the acquisition is subject to the trade-related acts in FAA AMS T3.6.4A.6

(End of provision)

**3.14-3 Foreign Nationals as Contractor Employees** (April 2008)

(a) Each contractor or subcontractor employee under this contract having access to FAA facilities, sensitive information, or resources must be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form I-151, or who presents other evidence from the U.S. Citizenship and Immigration Service that employment must not affect his/her immigration status.

(b) Aliens and foreign nationals proposed under this contract must meet the following conditions in accordance with FAA Order 1600.72A, chapter 5, paragraph 7 & 8:

(1) Must have resided within the United States for three (3) of the last five (5) years unless a waiver of this requirement is requested and approved in accordance with the requirements stated in FAA Order 1600.72A, chapter 5, paragraph 9;

(2) A risk or sensitivity level designation can be made for the position; and

(3) The appropriate security-related background investigation/inquiry can be adequately conducted.

(c) Interim suitability requirements may not be applied unless the position is low/moderate in risk, and/or temporary, and/or is not in a critical area position.

(End of Clause)

**SMALL BUSINESS CONCERN REPRESENTATION** (See the attached Business Declaration Form (BDF))

- The NAICS code is **423620**; The small business size standard established is **500 employees**.
- The small business size standard for a concern which submits an offer in its own name, other than on a construction or services contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

“Small business,” as defined by the FAA Acquisition Management System, a business, including its affiliates, that is independently owned and operated, and not dominant in producing or performing the supplies or services being purchased, and one that qualifies as a small business under the Federal Government’s criteria in 13 CFR Part 121 and the SIC size standard listed above.

## **BUSINESS DECLARATION**

- 1 Name of Firm: \_\_\_\_\_ Tax Identification No.: \_\_\_\_\_
- 2 Address of Firm: \_\_\_\_\_ DUNS No.: \_\_\_\_\_
- 3 a. Telephone Number of Firm: \_\_\_\_\_ b. Fax Number of Firm: \_\_\_\_\_
- 4 a. Name of Person Making Declaration \_\_\_\_\_
- b. Telephone Number of Person Making Declaration \_\_\_\_\_
- c. Position Held in the Company \_\_\_\_\_
- 5 Controlling Interest in Company (*"X" all appropriate boxes*)
- ☐ a. Black American      ☐ b. Hispanic American      ☐ c. Native American      ☐ d. Asian American
- ☐ e. Other Minority (*Specify*) \_\_\_\_\_ ☐ f. Other (*Specify*) \_\_\_\_\_
- ☐ g. Female    ☐ h. Male    ☐ i. 8(a) Certified (*Certification letter attached*)    ☐ j. Service Disabled Veteran Small Business
- 6 Is the person identified in Number 4 above, responsible for day-to-day management and policy decision making, including but not limited to financial and management decisions?
- ☐ a. Yes      ☐ b. No      (*If "NO," provide the name and telephone number of the person who has this authority.*) \_\_\_\_\_
- 
- 7 Nature of Business (*Specify all services/products (NAIC)*) \_\_\_\_\_
- 8 (a) Years the firm has been in business \_\_\_\_\_ (b) No. of Employees \_\_\_\_\_
- 9 Type of Ownership:    ☐ a. Sole Ownership      ☐ b. Partnership
- ☐ c. Other (Explain) \_\_\_\_\_
10. Gross receipts of the firm for the last three years:
- |                 |                  |                 |
|-----------------|------------------|-----------------|
|                 | a.1. Year _____  | b.1. _____      |
| a.2. Year _____ | b.2. Gross _____ | a.3. Year _____ |
|                 |                  | b.3. _____      |
11. Is the firm a small business? ☐ a. Yes      ☐ b. No
12. Is the firm a service disabled veteran owned small business? ☐ a. Yes      ☐ b. No
13. Is the firm a socially and economically disadvantaged small business? ☐ a. Yes      ☐ b. No

***I DECLARE THAT THE FOREGOING STATEMENTS CONCERNING*** \_\_\_\_\_

**ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. I AM AWARE THAT I AM SUBJECT TO CRIMINAL PROSECUTION UNDER THE PROVISIONS OF 18 USCS 1001.**

14. a.  
Signature

b. Date:

c. Typed  
Name

d. Title:



## PART IV - SECTION L

### INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

#### 3.1-1      **Clauses and Provisions Incorporated by Reference** (August 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://204.108.10.60/conwrite/> (on this web page, select "Contract Writing/Clauses").

- 3.2.2.3-1      False Statements in Offers** (July 2004)
- 3.2.2.3-6      Submittals in the English Language** (July 2004)
- 3.2.2.3-7      Submittals in U.S. Currency** (July 2004)
- 3.2.2.3-11     Unnecessarily Elaborate Submittals** (July 2004)
- 3.2.2.3-12     Amendments to Screening Information Requests** (July 2004)
- 3.2.2.3-13     Submission of Information/Documentation/Offers** (July 2004)
- 3.2.2.3-14     Late Submissions, Modifications, and Withdrawals of Submittals** (July 2004)
- 3.2.2.3-16     Restricting, Disclosing and Using Data** (July 2004)
- 3.2.2.3-17     Preparing Offers** (July 2004)
- 3.2.2.3-18     Prospective Offeror's Requests for Explanations** (February 2009)
- 3.2.2.3-19     Contract Award** (July 2004)
- 3.11-6        Financial Statement** (April 1999)

#### 3.2.4-1      **Type of Contract** (April 1996)

The FAA contemplates award of a **FIRM FIXED PRICE** contract resulting from this Screening Information Request.

(End of provision)

#### 3.9.1-3      **Protest** (November 2002)

AS A CONDITION OF SUBMITTING AN OFFER OR RESPONSE TO THIS SIR (OR OTHER SOLICITATION, IF APPROPRIATE), THE OFFEROR OR POTENTIAL OFFEROR AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS RELATING TO PROTESTS:

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Contracting Officer. The Contracting Officer should make reasonable efforts to answer questions promptly and completely, and, where possible, to resolve concerns or controversies. The protest time limitations, however, will not be extended by attempts to resolve a potential protest with the Contracting Officer.

(c) The filing of a protest with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A protest is considered to be filed on the date it is received by the ODRA.

(d) Only an interested party may file a protest. An interested party is one whose direct economic interest has been or would be affected by the award or failure to award an FAA contract. Proposed subcontractors are not "interested parties" within this definition.

(e) A written protest must be filed with the ODRA within the times set forth below, or the protest shall be dismissed as untimely:

(1) Protests based upon alleged improprieties in a solicitation or a SIR that are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for the receipt of initial proposals.

(2) In procurements where proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing time for receipt of proposals following the incorporation.

(3) For protests other than those related to alleged solicitation improprieties, the protest must be filed on the later of the following two dates:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the FAA Product Team, not later than five (5) business days after the date on which the Product Team holds that debriefing.

(f) Protests shall be filed at:

(1) Office of Dispute Resolution for Acquisition, AGC-70,  
Federal Aviation Administration,  
800 Independence Ave., S.W.,  
Room 323,  
Washington, DC 20591,

Telephone: (202) 267-3290,  
Facsimile: (202) 267-3720; or

(2) other address as specified in 14 CFR Part 17.

(g) At the same time as filing the protest with the ODRA, the protester shall serve a copy of the protest on the Contracting Officer and any other official designated in the SIR for receipt of protests by means reasonably calculated to be received by the Contracting Officer on the same day as it is to be received by the ODRA. The protest shall include a signed statement from the protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and other designated official(s).

(h) Additional information and guidance about the ODRA dispute resolution process for protests can be found on the ODRA Website at <http://www.faa.gov>.

(End of provision)

**3.2.2.3-1 False Statements in Offers (July 2004)**

The offeror must provide full, accurate, and complete information in responding to this SIR. 18 U.S.C. 1001 prescribes the penalty for making false statements in offers.

(End of Provision)

**L001. SUBMISSION OF OFFER**

An offeror must submit an offer which must include the following:

1. Cover letter stating that no exceptions are taken to any Drawings and Specifications requirements or any Contract terms and conditions, or a detailed summary of all exceptions taken.
2. Signed SOLICITATION, OFFER, AND AWARD form
3. Part I, Section B, PRICE SCHEDULE
4. Part I, Section B, Contractor's Breakdown
5. Part IV, Section K, REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS
6. Part IV, Section K, Business Declaration Form
7. Part IV, Section L, Technical Proposal (See Below).

**IMPORTANT:** The Offeror is advised that the Government reserves the right to award the contract without discussions. The offeror should ensure that: (1) the submissions required are complete and accurate; and (2) the proposal represents the best pricing available. Failure to submit required information may result in your proposal being rejected in accordance with clause 3.2.2.3-14, *Late Submission, Modifications, and Withdrawals of Submittals*.

**L002. SUBMISSION OF PROPOSAL**

Mail or hand-carry proposal to:

Federal Aviation Administration  
Attn: Peggy Cuddie  
1601 Lind Ave. S.W.  
Renton WA 98057

**PROPOSALS ARE DUE NO LATER THAN 4:00 pm PDT ON AUGUST 11, 2011. THIS IS A REQUEST FOR OFFERS, THUS NO FORMAL BID OPENING WILL OCCUR AND RESULTS WILL NOT BE AVAILABLE BY TELEPHONE. DO NOT CALL FOR RESULTS!**

**PART IV - SECTION M**  
**EVALUATION FACTORS FOR AWARD**

**M001. EVALUATION FACTORS FOR AWARD**

The Government will make award to the responsible offeror whose proposal conforms to the solicitation terms and conditions, and represents the best value to the Government. The Government reserves the right to award on initial offers without discussions or to conduct one-on-one discussions with one or more offerors to clarify issues relating to scope, pricing and responsibility. The Government will award the contract to offer representing the best value to the Government with regards to each unit or combination thereof.

**M002. EVALUATION CRITERIA**

**Proposals must include discussion of the following evaluation criteria:**

**a. Price Proposal**

**i Price: Schedule B**

**M003: CONSIDERATION OF PRICE**

The Government will make award based on successful negotiation of price and conformance with solicitation terms and conditions to the offeror that is considered to be **best value to the government**.

(END OF SECTION M)